



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is between **WABCO North America, LLC** ("WABCO") and **[INSERT LEGAL NAME OF COMPANY]** ("Participant") to assure the protection and preservation of confidential and proprietary information to be disclosed by WABCO and/or Participant in order to evaluate and possibly enter into one or more business transactions (the "Purpose"). WABCO and Participant may be referred to individually as "Party" and collectively as "Parties."

The Parties to this Agreement have disclosed and/or desire to disclose certain confidential information to each other in connection with an existing or prospective business relationship related to **[INSERT SCOPE OF INFORMATION TO BE DISCLOSED]**. To protect the information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Discloser and Recipient. As to any particular Confidential Information (defined below), the Discloser is the Party disclosing the Confidential Information and the Recipient is the Party receiving the Confidential Information.

2. Confidential Information. As used in this Agreement, "Confidential Information" means any information (whether tangible or intangible, printed, electronic, or otherwise) and items embodying information (including graphs, photographs, samples, working models, and prototypes) at any time furnished by Discloser to Recipient or to which Recipient is exposed, whether before or during the term of this Agreement that (a) if disclosed in writing or other tangible form, is marked "Confidential" or in some other manner to indicate its confidential nature, (b) if disclosed orally, is designated as confidential at

the time of disclosure, or (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this agreement or by the nature of the information itself. For clarity, Confidential Information, whether marked "Confidential" or not, shall include, without limitation, (a) the identities of or information concerning Discloser's customers, suppliers, or other business partners, (b) information concerning Discloser's business and business plans, (c) Discloser's marketing plans and materials, (d) financial information concerning Discloser, (e) information concerning Discloser's pending patents or other trade secrets, (f) Discloser's business techniques and methodologies, operating procedures, systems operations, management tools, manuals, sketches, drawings, designs and specifications,

data models, concepts, ideas, inventions, know-how, processes, templates, apparatus, equipment, algorithms, formulas, ingredients, software programs, software source documents, and formulas, (g) non-public product plans, specifications, designs, photographs, components prototypes, and pre-release products, (h) information from third parties that Discloser is obligated to treat as confidential, and (i) information that is derived from Confidential Information (for example through testing, analysis or processing).

3. Restrictions on Use; Non-Disclosure.

Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not:

(a) use the Confidential Information of Discloser for any reason other than the Purpose;

(b) directly or indirectly copy, or otherwise reproduce (in whole in part) any Confidential Information of Discloser; or

(c) disclose, reveal or otherwise provide access to Confidential Information of Discloser to any person or entity other than its, its affiliates', and its subsidiaries' employees, directors, officers, agents and consultants who (i) have a need to know to further the Purpose of this Agreement; (ii) have been advised of the information's confidential status; and (iii) are subject to obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that Recipient shall be fully responsible to Discloser for the compliance by such persons and entities with this Agreement unless and until the affiliate or

subsidiary agrees in writing to be bound by the NDA for the direct benefit of the Discloser.

4. Exceptions. The obligations set forth in Section 3 above shall not apply to Confidential Information that:

(a) before the time of its disclosure was already in the lawful possession of the Recipient; or

(b) at the time of its disclosure to Recipient is available to the general public or after disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or

(c) Recipient demonstrates with appropriate written documentation to have been lawfully independently developed by Recipient without the use of or reliance upon any Confidential Information of the other party and without any breach of this Agreement.

5. Trade Secret Immunity Notice. Recipient shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:

(a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or

(b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Any individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to his or her attorney and use the trade

secret information in the court proceeding; provided the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

6. Ownership; No License. Each Party shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. Nothing in this Agreement shall be deemed by implication or otherwise (a) to convey to Recipient any right under any patent, patent application, invention, or other proprietary right owned by Discloser or anyone associated with Discloser, or (b) to create a commitment of any kind by either Party to enter into any further agreement with the other Party.

7. Ownership; No Reverse Engineering. Recipient agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof. If Confidential Information consists of computer software disclosed in object code form, Recipient shall not, and shall not permit any other party to, reverse engineer, reverse compile, or disassemble such object code, or take any other steps to derive a source code equivalent thereof. If Confidential Information is embodied in an item, such as a model or prototype, then except as specifically approved in writing by Discloser, Recipient shall not, and shall not permit any other party to, reverse engineer such item to derive drawings, plans, or designs, specifications, or other embodied information, and any such derived information shall constitute Confidential Information protected by this Agreement.

8. Disclosures Required by Law. If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

9. Term and Termination. The Effective Date of this Agreement shall be the date this Agreement is accepted by both Parties. This Agreement shall terminate two (2) years from the Effective Date. Either Party may terminate this Agreement at any time without cause upon written notice to the other Party. All obligations of confidentiality shall survive the termination of this Agreement for a period of five (5) years from the date of termination. However, the obligation of confidentiality of Confidential Information deemed to be or otherwise reasonably expected to be considered a trade secret shall continue so long as such Confidential Information remains a trade secret.

10. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.

11. Disposal of Confidential Information.

Recipient agrees to return to Discloser all copies of Confidential Information promptly upon Discloser's request at any time. If return is impossible as to any portion of the Confidential Information, or upon Discloser's request, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed.

12. On-Site Visits. Any employee, director, officer, agent or consultant of one Party that enters the premises or property of the other Party shall follow all policies and procedures of the other Party in place on those premises, including, without limitation, all policies and procedures relating to health, safety and the protection of confidential or trade secret information.

13. Remedies. The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the other Party, each without bond, to prevent any violations thereof, and to any other appropriate equitable relief.

14. Assignment. Neither Party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the

foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

15. Export Restrictions. Both Parties acknowledge that Confidential Information may be subject to the export control laws and regulations of the U.S. and other countries. Both Parties agree to comply with all applicable export and import control laws and regulations.

16. Miscellaneous. This Agreement contains the final and complete agreement between the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended, or supplemented except by written agreement signed by both Parties. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership, or other form of business association between the Parties. No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any provision or provisions of this Agreement shall be held, for any reason, to be illegal, invalid or nonenforceable, then the remaining provisions shall nonetheless be legal, valid and enforceable provisions. This Agreement does not reduce or supplant the protections contained in the Uniform Trade Secrets Act. Notices required or permitted with respect to this Agreement shall be given in writing by (a) personal or courier delivery or, (b) registered or certified mail with return receipt. This document

may be executed in one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same agreement. Any signature of this Agreement through facsimile shall constitute execution of this Agreement by such party.

without regard to conflicts of law principles. The place of jurisdiction for all disputes arising in connection with this Agreement shall be Michigan.

17. Governing Law. This Agreement shall be governed by the laws of the State of Michigan

WABCO NORTH AMERICA, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Participant

By: _____

Printed Name: _____

Title: _____

Date: _____
